IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.568 OF 2004
IN
SUMMARY SUIT NO.1280 OF 2003

Videocon International Ltd. ..Plaintiffs

Vs.

Crystal Audio Ltd. ..Defendants

Mr.R.D.Soni a/w Mr.M.A.Sayed i/b Ram and Co. for the plaintiffs

Mr.Simil Purohit i/b Kanga and Co. for the defendants

CORAM : S.U.KAMDAR, J
DATED : 14TH SEPTEMBER, 2005

P.C.:

1. The present suit is filed on the basis of dishonoured cheque. The particulars of claim at Ex. E at page 45 indicates that the claim is based on cheque dishonoured. The said cheques were issued in respect of goods sold and delivered by the plaintiff to the defendants herein. Defendants has contended that the present suit is not maintainable as summary suit firstly on the ground that the suit is not based on dishonoured cheque. He has drawn my attention to para 7 and 8 of the plaint. On reading of the said para 7 and 8 of the

plaint it cannot be stated that suit is not based on dishonoured cheque. Suit is based on dishonoured cheque and the averments that the goods are sold and delivered and for which cheques are issued are indicating that the cheques are issued for a consideration.Ex.E makes it clear that the claim is based on dishonoured cheque.

2. The next contention raised is that the said cheques were given as collateral security and goods are delivered by ONIDA to them. I do not find any substance in the aforesaid arguments. There is no material of evidence in support of the aforesaid contention.

3. The third contention raised is that the suit claim is barred by law of limitation. I find that from the date of dishonoured cheque suit is within time. The contention that the date of invoice should be taken into consideration for the purpose of limitation is without any merits. In that view of the matter, Summons for Judgment is made absolute. Decree as prayed. Interest rate is modified to 18% p.a. Suit as well as summons for

judgment are disposed of accordingly. Refund of court fee as per rules.